1890-022 Chancery Causes Admr. of Daniel S. Dickinson vs. Nimrod Moe &c
Lee Co.

Hambler, Dickenson

CA-Debt
T-Property

-Deed

To the Honorable John A. Kelly Judge of the Circuit Court of Lee County Virginia

Humbly complaining your Orator Charles L Hamblin Administrator of Daniel S Dickenson deceased would respectfully show to your Honor. That by a decree of your Honor's Court rendered and pronounced on the 4th day of April 1877 in the Chancery cause of B. D. Martin against "The heirs of Edwin R Dickenson and the nine other causes brought on to be heard therewith, known as the "Omnibus case" he as Administrator of Daniel S Dickenson deceased recovered a judgment against the Estate of Benjamin Dickenson deceased for the sum of $1000.50 and that of this sum one Nimrod Norris was ordered to pay to your Orator the sum of $261.69 with interest thereon from the 1st day of April 1877 till paid and it was further provided that Execution might issue &c.

All of which will more fully appear by reference to said decree a copy of which is filed herewith marked (A)

Upon this judgement or decree your Orator has

had several executions issued directed to the Sheriff ~~said~~ and returned by him not executed "no property found". Copies of which are filed herewith as part hereof Marked (B)

By an inspection of said Decree herewith filed (as exhibit A) your Honor will perceive that the beneficiaries under said Decree are substituted to all the original rights of the of the original creditors to enforce the payment of the said several sums decreed to them and it is expressly provided by said decree that it is not to operate as a discharge of any lien then existing in favor of any ~~of said~~ original creditors."

Your Orator will now show your Honor that on the ~~day~~ day of 1867, One Wm S Martin filed his bill against A.R. Dickenson and others the object of which was to attach upon all debts due and owing to said A.R. Dickenson who was then as now a non resident of the State of Virginia & also an heir & distributee of the Estate of Benjamin Dickenson Decd, to this end the said Nimrod Noe was made a party

defendant; and it was alleged that the said Noe was indebted to the said A R Dickinson in the sum of $150 which became due and payable on the 1st day of November 1861. which sum was attached as effects of the said A R Dickinson under the jurisdiction of the Court. Said Noe, as appears by the Sheriffs return was served with process in said cause on the day of 1867. All of which will more fully and at large appear by reference to said cause still remaining of record in the Clerks Office of said County, being one branch of the omnibus Cause and which will be filed herewith as part hereof if deemed necessary By reference to a decree entered in said last mentioned cause on the 18th day of October 1871 a copy of which is filed herewith as part hereof Marked (C.) Your Honor will perceive that James M Orr was appointed a receiver in said Cause and that among other sums which he was directed to collect was This debt against said Noe, but the said Noe neglecting to pay the same and Execution not being provided by said decree said Orr did not collect said money or any part thereof.

Your Orator alleges that under and by virtue of said Attachment, that said debt in the hands of said Nor became a part of the fund for the payment of the debts of said Benjamin Dickinson deceased or at least a fund subject to the control of the Court from date of service of process upon him, and that payment or pretended payment made or attempted to be made by him after that time unless to some person authorized by the Court to receive it was unauthorized void and of no effect. Your Orator alleges that by virtue of said Decree Marked Exhibit C as aforesaid a lien was created upon all the property both real and personal then owned by said Nor which lien was for the benefit of the creditors of said Ben Dickinson's estate and inures by express provision of the Decree of April 4th 1877 filed herewith as Exhibit A, to the benefit of your Orator and he alleges that he is substituted to any right and remedy then existing to collect this debt.

Your Orator alleges that said Nor was at that time to wit at the date of said Attachment and at the time said decree was entered to wit 18th Oct 1871 the owner of a tract of land situated in said County containing some 500 or 600 acres lying in

the poor valley and which is perhaps correct ly set out in the pretended homestead deed of the said Noe dated on the 4th day of May 1871. A copy of which is herewith filed marked (D) upon which your Orator alleges. ~~said debt~~ is a ~~mere~~ ~~debt~~ since the rendition of said Decree to wit On the 15th day of November 1873. as your Orator is informed the said Nimrod Noe conveyed or attempted to convey 125 acres of said land to his son Albert W Noe, but this sale & conveyance or attempted sale and conveyance your Orator alleges was without consideration made with full knowledge upon the part of Vendee & Vendee of the existence of this debt and made with the intent to defeat hinder defraud and delay the honest creditors of said Noe and made expressly to hinder delay and defeat the collection of this very debt. and your Orator alleges that said Vendee had actual notice of such intention. A copy of said attempted conveyance is filed herewith as part hereof marked (E). Your Orator will further show your Honor that the said Nimrod Noe is still the owner of the balance of said tract of land

being some 400 acres as appears from the charge against him upon the tax books of said County. Now the object of your Orators bill is to collect from the said Nimrod Noe the amount of said judgement and it appearing by the return of said executions aforesaid that he has no personal property out of which the same may be collected he seeks to enforce payment of the same out of the real estate of said ~~of said~~ defendant owned by him now, and if that is not sufficient then out of the real estate owned by him at the date of the rendition of the decree of the 18th day of October 1871 and being without adequate remedy at law he prays that your honorable Court will take cognizance of his complaint To this end he prays that Nimrod Noe and Albert W Noe be made parties defendant to this bill and that each be required to answer its several allegations on oath as specifically and certainly as if each was again put to them by special interrogatory that the said Nimrod Noe answer and say what and how much land he now owns what and how much land he

owned at the date of the service of process upon him in the cause of Wm T Martin vs A R Dickenson et als What and how much land he owned on the 18th day of October 1871, to whom he has sold land since that time, the date of said sale or sales and the sum or sums realized if he did not take the benefit of the homestead to hinder and delay the collection of this debt and that if every sale he has since made was not made or attempted to be made for the same purpose That the said Albert W Noe answer and say if he did not at the time of the conveyance to him have full knowledge of the debt due from his father or alleged to be due to A R Dickenson. and of the suit then pending in which said debt was attached, he will also answer and state the consideration or price paid by him for said land the amount he paid to whom he paid it and when he paid it. And that upon a final hearing that a decree be rendered by your honor subjecting the real estate now owned by

said Noe to the payment of this claim and if that should be insufficient then that the deed of conveyance or fraudulent conveyance of Nimrod Noe to A. H. Noe be set aside and counted as nought, and that said land be also subjected to the payment of this debt And if mistaken in his special prayer then he prays for general relief May Spa. sum &c

M. O. Duncan

611.03

Nimrod Noe et al

Exhibit filed

1878 July Bill filed &c

Aug Dec & K. Carter not for defendants by Atty

Nov 1 Ans filed

1879 Nov Decree & Order

1880 Nov Sup Court Order

1881 Nov Cause D. Ans Cost

1882 Mar Decree

1883 Mar Aug Decree & Order

1883 Mar Aug 4 Nov. Cir Ct.

Decree Court this Spread

1884 Court this Spread

1886 Feb 1 Sup Court

1890 Apr 14 Sup Court affirmed

11 Sup Ct. Decree

Cir Ct. $ 1.70

$ 16.00

$ 23.70

1.00 Paid

To the Hon. Jno. A. Kelley Judge of the Circuit court of Lee County

The separate demurrer and answer of Nimrod Noe to a bill of complaint exhibited in this honorable court against him et al by Charles L. Hamblin adm of the Estate of Daniel S. Dickinson Deceased,

The defendant says the plaintiffs bill is not good and sufficient in law wherefore &c But if any other or further answer is required respondant not waiving his demurrer answering says That he never was served with process to answer the chancery suit of Wm. S. Martin vs A. R. Dickinson et al, although the return of the sheriff states that your respondant was, and the proceedings in the cause were taken and had with that understanding, your respondant not having been served with process to answer did not answer and took no steps to defend himself and afterwards with no knowledge of any proceeding to attach the debt in his hands, paid the amount of the debt (your respondant owed to A. R. Dickerson) to his son William

Dickenson who was the duly authorized agent of the said A. R. Dickinson to receive it, and respondent fearing some trouble about the matter took the advice of W. B. D. Lane an attorney practicing in this court before he paid the same, Your respondent further answering says that it is true he appeared before Commissioner Morgan at one time and gave his deposition about this same debt but that he then and there denied that he had ever been served with process and insisted that he had paid the debt to Dickensons agent and ought not to be held to pay it again. Respondent states further that he understands that Comr Morgan reports in the causes in which the decree was rendered that respondent had paid the debt to Dickenson agent after the service of process and filed your respondents affidavit about it, but respondent who is an unlearned man is very confident that he never made any statement to the effect that he had been served with process in the cause but gave his evidence

Held

with reference to the time when the sheriff had made the return but at all times denying that the process ever was served upon him, and he insists that the debt having been paid by him to Dickinson before he had any notice of any attachment that he ought not to be held to pay the debt again, Respondent further answering says that he is advised that the records of the causes cited in the plaintiffs bill does not show that there was any decree ever legally entered against him even if he had been served with process to answer as the decree was not entered in the suit in which it is claimed that your respondent was served with process to answer nor in favor of the plaintiff in that suit but is entered in a wholly different suit and in favor of a wholly different party and that there could not be a substitution of any other general creditor of Dickinsons to the rights of Martin the specially attaching creditor without some other and further process than the one claimed

by plaintiff, Your respondent further shows unto your honor that it appears from the plaintiffs bill that the decree entered against him if right in any other respect is erroneous in that it has compounded the interest upon the debt and if compelled to pay would pay twice and with compound interest upon it, Respondent further answering says that in the year 1871 he owned ~~three~~ two tracts of land lying on Indian creek in Lee Co Va, one containing about 400 acres and worth two thousand five hundred dollars one, containing 125 acres and worth about five hundred dollars, Respondent further answering says that he has conveyed one tract of 125 acres to his son Albert, of the land that he owned at the date of 1871 that this was a gift to his son, and that since that time he has bought and conveyed to his son Munroe Noe another tract of land containing about 125 acres and worth Five hundred dollars, that the legal title to this land was never

made to your respondent but was made directly to his son from the vendor, that this tract of land lies in Lee County on Trading Creek also, Respondent further answering says that none of these sales or conveyances were made for the purpose of delaying or hindering creditors but, were made legitimately by way of advancements to his children, Respondent states ~~that~~ that at the time of said conveyances he had and now has ample property, land & personal to pay all his just debts, Respondent further answering says that his land will rent for more than the amount of the debt claimed by plaintiff in five years and he further states that at the time the execution was in the hands of the sheriff and returned by him "No property found" that your respondent had more than enough personal property to pay plaintiffs debt and that respondent now has property sufficient to pay the same subject to levy and this being

the case your respondent is advised that the plaintiff had no legal right to file his bill and the same ought to be dismissed, respondent states that the sheriff never came to him to demand property to pay the debt at any time. And now having fully answered the allegations of the plaintiffs bill thereby denying generally the allegations contained therein not hereinbefore confessed and avoided or denied prays to be hence dismissed with his reasonable costs by him in this behalf so unjustly expended and as in duty bound will ever pray &c

Nimrod Noe
By counsel

~~Mason~~ R. A. Ayers
for Deft.

Virginia Lee County to wit:

This day Nimrod Noe personally came before me and made oath that the facts contained in the foregoing answer are true so far as they depend upon his own knowledge and so far as they depend upon information derived from others he believes them to be true. Given under my hand this April 1st 1879

James W. Orr Clerk.

Amend Ans
ads Answer
C. L. Humblin adm to

Filed Apl. 1st. 1879.
R. W. Orr Jr. D.C.

C. L. Humbert, Admr.

vs.

Nimrod Noe,

All matters in this suit, having been settled the same is stricken from the docket.

7

L. L. Hamblin Admr.

vs. } Decree final

Nimrod Roe

Entered Chcy

O. B. page 297.

Decr 1st 1890.

J. R. L. Hyatt C

Entered this decree

R. A. N. M.

Decr 4th 1890

Chas L. Hamblen admr &c }
vs } In Chancery
Nimrod Noe et al }

This cause came on this day to be heard upon the bill & exhibits filed the demurrer & answer of Nimrod Noe and was argued by counsel on consideration whereof the demurrer of defendant Noe is overruled and the court is of opinion that plaintiffs decree is a lien upon defendants land and the defendant averring in his answer, it being conceded by the plaintiff that the income net of defendant Nimrod Noe will within five years renting pay plaintiffs debt & interest & costs of this suit, it is adjudged ordered and decreed that unless the defendant shall within 30 days from the rising of the court pay the plaintiff Two hundred & sixty one and 69/100 Dollars with interest thereon from the 1st day of April 1877 and the costs of this suit then Charles T. Duncan who is appointed a special commissioner for that purpose shall

after giving 30 days notice of the time and place of renting by notices posted at three or more public places in the county and at the front door of the court house & rent the said tract of land at public outcry to the highest bidder at the front door of the court house on some court day, for a sufficient length of time to pay plaintiffs debt interest & costs and costs of this suit as well as expense of renting. He will require from the party renting bond with good personal security payable in equal annual installments with interest from date, except as to the costs of the suit & expenses of sale which he will require to be paid in cash, he will report his action to this court & the cause is continued

C. L. Humblen admr
vs Decree
Nimrod Noe et al

Ent page 67 + 68.
Jas M Dm. Clerk.

Enter this Decree
In A K
Decr 3d 1879

To the Honorable H. K. Morison Judge of the Circuit Court of Lee County Va

Your undersigned Commissioner in the Chancery Cause of C L Hamblen Adm &c. vs Nimrod Noe & others, who was directed to rent the lands of Nimrod Noe Now for a period long enough to pay said debt in the bill mentioned, respectfully shows your Honor that at the May term 1870 of the County Court of Lee County after advertising as required by said decree, proceeded to rent said lands and at said renting the said Nimrod Noe himself became the renter at the sum of $310,09 principal and interest, which renting was for a period of four years, for which said sum said Noe executed his notes with A. L. Russell as security which is perfectly good, On the day of 1880, Your Commissioner paid C. L. Hamblen Adm the sum of $111.— and took his receipt for the same, after that time said Hamblen as Admr of the estate of D S Dickerson

Resigned his office and T. S. Ely was appointed in his stead and your Commissioner since that time has not known who to pay said Money to.

Mr Noe at the time of renting said land paid down the rate of rent and commissions of renting. The residue of said Money is ready or will be as soon as Commissioner knows who is proper person to pay it to.

Respectfully submitted

April 3rd, 1889. C. T. Duncan Com

Stimpson Adm
vs. Ex Report
Sustained

Filed April 3rd 1889
J. H. Wyatt Clk

Received, of C. T. Duncan Commr
in the Chancery Cause of C. L. Hamblen
Adm^r vs Nimrod Roe One hundred
and Eleven dollars and Sixty five
cents the same being a note on Hamblen
& Orr, executed to Nimrod Roe and
assigned by him to said Commissioner
and said note is accepted by me as
money This 17th day of February 1880.

C. L. Hamblen admr
of D. S. Dickenson dec

C. L. Hamblen
J. H. Ruffot
C. T. D. Carr

Our Stars
Nimrod Noe
Debt.

Rec'd of C. T. Duncan Comr in the chancery cause of C. L. Hamblen, Admr vs Armond Noe, the sum of two hundred and fifty one dollars and sixty eight cents which is balance in full of a judgment in my favor against said "Noe", and together with a receipt heretofore given him by me and an attys fee of $30.21, makes the whole of said debt this 3rd day of September 1889.

C. L. Hamblen
Admr of D. S. Lewis
dec'd

Virginia,

At a Circuit Court Continued and held for Lee County, at the Court House thereof, on Wednesday the 4th day of April 1878.

B. D. Martin — Pff.
vs — In Chancery,
E. K. Dickinson's heirs — Defts.

And the nine other Causes Consolidated therewith.

× ×

And Wm S. Martin is ordered to pay to C. L. Hamblen Admr, of D. S. Dickinson, out of the Sum due from him to C. M. Grause, the Sum of $632.88 with interest from 1st April 1877; and Nimrod Noe is ordered to pay to the personal representative of said estate, the Sum of $261.69 with interest from 1st day of April 1877.

× ×

A Copy
Teste — R. W. Orr Jr. D.C.

B. D. Martin et als

vs } Abstract Copy of Decree

E. R. Dickinson's heirs et als

"A"

20

The Commonwealth of Virginia, TO THE SHERIFF OF LEE COUNTY GREETING:

We command you, ~~that~~ of the Goods and Chattels of Nimrod Noe

late in your bailiwick, you cause to be made $ 261.69 with legal interest thereon, from the 1st day of April 1877, till paid; which C. L. Hamblen Admr. of D. S. Dickinson decd,

lately, in our Circuit Court of Lee County, has recovered against him by decree for debt also, $-68 which to the said Hamblen Admr. &c

in our said Court, were adjudged for his costs, in that behalf expended. whereof the said Noe is

convicted, as appears to us of record. And that you have the same before the Judge of our said Court, at the Court House on the first Monday in June next, to render to the said Hamblen Admr. as aforesaid of the debt and costs aforesaid. And have then there this Writ. Witness, JAMES W. ORR, Clerk

of our said Court; at the Court House; this 16" day of April 1877, in the 101" year of the Commonwealth.

C-68

James W. Orr Clerk.

A Copy Teste - R. W. Orr Jr. D.C.

Chy. 58- (8)

C. L. Hamblen Admr.

vs. Fi Fa

Nimrod Noe

June Rules 1877.

Not executed no property found

Thos. S. Ely S.F.C.

A copy
Teste - R. Word D.S.

"B"

20

Virginia: At a Circuit Court Continued and held for Lee County at the Court house thereof on Wednesday the 18th day of Octo. 1871.

William S. Martin — Pltff
vs
C. M. France et als — Defts
Same — Pltff
vs
A. K. Dickinson et als — Defts
} In Chy.

These causes were again this day heard upon the papers formerly read, and the report of Comr Morgan and were argued by counsel, and there being no exception to said Report, it is confirmed. On consideration whereof, it is adjudged, ordered and decreed that James H. Orr, who is hereby appointed a Receiver for the purpose, do proceed after executing bond with security in the penal sum of $3000.00, conditioned for faithful performance of his duties as such receiver, do proceed to collect from Charles Redwine the sum of $100. with interest from the 5th day of December 1866, and from Nimrod Nal the sum of $150. with interest thereon from 1st day of Nov. 1861, and from Jacob Roop the sum of $701.00 with interest thereon from 1st day of January 1861, and after retaining 5 per cent for his trouble in collecting and loaning out said monies, he proceed to loan

the same at the least rate of interest he can obtain, so that the same be not less than 6 per cent. nor more than twelve per cent per annum, taking from the borrower or borrowers bond, with good security, payable to himself as Receiver, and due one day after date, and that he report his proceedings to the Court at its next term. And it is further ordered that S.R. Surgener be served with process to appear and answer what fund he has in his hand due to John Herald, and that said Receiver receive any sum from him which he may desire to pay, and loan it as herein befor directed, and on motion of the Plaintiff William S. Martin, he is directed to pay over to John M. Leach, who is hereby appointed a Receiver for the purpose, the sum of $1000. of the debt injoined in the suit against C.M. France, the said Leach executing bond, with security in the penal sum of $2000. conditional for the faithful performance of his duties, & deliver the same to the clerk to be filed with the papers of said suit. The said Receiver will loan out the money at the least rate of interest he he can obtain, so that it be not less than six nor more than twelve per cent per annum

taking bond, with security, payable to himself as Receiver, due at one day after date, and report his proceedings to the Court, at its next term. and these cases are continued.

A Copy

Teste R. W. Ord. D.C.

Ipr L. Martin
vs 3 Copy of Decree
C. M. Francis et als
Same
vs
A. R. Dickinson et als

(6)

See 60 f

1.
4
5
35

This Deed witnesseth, that I, Minrod Vail being a householder and head of a family of Lee County Virginia, do hereby declare my intention to claim the benefit of the Constitution and laws of Virginia in pursuance of the act of the General Assembly approved June 17th 1870 entitled "an act to prescribe in what manner and on what conditions a householder and head of a family shall set apart and hold a home-stead and personal property for benefit of himself and family exempt from sale for debt" and in pursuance of the Constitution and laws of Virginia I hereby claim, set apart and hold as and for my homestead all my interest in a certain tract of land lying in the Poor Valley in Lee County Virginia about four or five miles North west of Jonesville adjoining the lands of John Bennington John H. Bays and others, and supposed to contain about five hundred acres, be the same more or less, and being the same lands conveyed to me by Jonathan Hartsoch and his son John Hartsoch, which tracts of land are worth the sum of $1450.00 and I hereby claim, select, set apart, hold and designate in this writing the following personal property and debts as exempt from debts under the Constitution and laws of Virginia, together with my cash valuation of each article thereof, to wit:- one black lame mare worth $20.00, one bay horse worth $70.00, one red cow worth $15.00, one black cow worth $20.00, 1 red steer worth $15.00, 1 red and white steer worth $13.00, two yearling steers worth $3.00 each, 1 heifer yearling calf worth $4.00. 12 sheep worth $1.00 each, 4 lambs worth 50 cts each, 1 sow worth $6.00, 8 pigs worth 50 cts each

two young calves. both steers. worth $2.00 each, 4 bedsteads with bedding thereon worth $10.00 each, 2 cupboards worth $1.00 each, 1 kettle worth $2.00, 2 ovens worth $1.00 each; 2 bakers and lids worth $1.00 each, brass kettle worth $1.00, 1 tea kettle worth $1.00, 1 coffee pot worth 50 cts, 6 plates worth 10 cts each, 1 set knives and forks worth $1.00, 1 set of cups and saucers worth $1.00, 2 dishes worth 50 cts each, 1 large spinning wheel worth $2.00, two small spinning wheels worth $2.00, 1 loom and its appurtenances worth $3.00, 1 man saddle worth $10.00, 1 side saddle worth $15.00, two muskets and one rifle gun worth one dollar each, 30 bushels of corn worth 50 cts per bushel, 5 bushels of wheat worth $1.00 per bus. 6 acres sowed in oats worth $15.00, about 2 acres in corn worth $10.00, 2 sets of plow harness and gearing worth $1.00 each, two plows, one large and 1 small worth $2.00 each, 4 hoes worth 50 cts each, 1 axe worth $1.00, 3 augers worth 50 cts each, one debt on David Miller due by note august 7th 1865 for $15.00, to be credited by $5.00 paid May 25th 1870 and $1.00 paid Feb. 2nd. 1871 and $5.00 paid in writing this deed May the 4th. 1871, and note of about $8.00 on Thompson Minh. all of which real and personal property and debts, I hereby claim, set apart, hold and designate as exempt from levy, seizure, garnisheeing, or sale, under any execution order, or other process issued on any demand for any debt heretofore or hereafter contracted. and I further claim the benefit of the exemption laws that were in force at the adoption of the present Constitution of Virginia as to any property I now own or may hereafter acquire. But the exemptions hereby claimed in this deed and writing are not to apply to a debt I David A. Martin, and I hereby bind myself to pay said debt to David A. Martin, and interest thereon, and I hereby waive the benefit of my homestead and personal property exemptions as to said debt. Witness my hand and seal this the 4th day of May 1871.

Witness. David Miller.

Nimrod her + mark Nal (Seal)

Lee County Court Clerk's Office. May 4th 1871.

The foregoing deed by Nimrod Nal, of Lee County Virginia, was this day acknowledged before me by the said Nal to be his act and deed for the purposes therein mentioned, and the same, being duly stamped, is admitted to record.

Teste James W. Orr. Clerk.

A Copy

Teste James W. Orr Clerk

Copy of Homestead
Deed of Annual
Vol

(D)

See for this Copy 75 f

This Deed made this 15th day of November 1873 between Nimrod Nae and Mary E. his wife of the first part, to Albert W. Nae of the second part, all of Lee County, in the state of Virginia. Witnesseth: That in consideration of the sum of one dollar the receipt whereof is hereby acknowledged and the natural love and affection which the said Nae and wife bear to and for their said son, Albert Nae, the said parties of the first part do hereby grant, bargain, sell and convey to the said party of the second part, a certain parcel or tract of land, lying and being in said County, containing one hundred and twenty five acres, be the same more or less on the water of trading creek, and bounded as follows:— Beginning at a chestnut oak and hickory on the top of the Poor Valley Ridge a corner of the conditional line between Benjamin C. Bundy and said Nimrod Nae and in a line of said Valentine A. Woodard's land; thence westward with Woodard's said line, and with Murray's line to a stake where Crook's line intersects with Murray's line; thence N 14° E. 164 poles to a stake on Fisher's North line on the south side of Cumberland Mountain; thence N 79° E with Fisher's said line to a stake in the same the north end of the said conditional line and a corner to said Bundy's land, thence with said conditional line due South 180 poles to the beginning to have and to hold the said tract of land to the said A. W. Nae and his heirs forever; and the said parties of the first

part do hereby covenant with their said son that they will warrant generally the land hereby conveyed. And it is the understanding and agreement between the parties to this deed that the said Albert Nal accept the same as his entire interest or in lieu of any interest he may have or hereafter be entitled to as an heir of said Nimrod Nal out of the estate of said Nimrod Nal. Witness the following signatures and seals the day and date first above written.

Nimrod his + mark Nal (Seal)
Mary E. Nal (Seal)
Albert W. Nal (Seal)

Lee County Court Clerks Office the 15th day of November 1873. The foregoing Deed and contract between Nimrod Nal and Mary E. Nal his wife, of the one part to Albert W. Nal of the other part, all of Lee County and State of Virginia, was this day acknowledged before me by all the parties to be their act and deed for the purposes therein mentioned. And Mary E Nal being examined by me privily seperate and apart from her husband and having the writing fully explained to her acknowledged that she had willingly executed the same and does not wish to retract it

Teste Wm A. Ow. D.C.

A Copy Teste R. W. Ow Jr. D.C.

Albert W. Noe

From } copy of Deed

Nimrod Noe

(8)

Fee for this copy 60 cts.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

WE COMMAND YOU TO SUMMON Nimrod Noe & Albert H Noe

To appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the Clerk's Office at

July Rules next, to answer a bill in Chancery, exhibited in our said Court against them by C. L. Hamblen Admr. of W. S. Dickinson decd.

And have then there this writ. WITTESS, James W. Orr, Clerk of our said Court, at the Court-House, this 21st day of June, 1878, in the 102nd year of the Commonwealth.

R. W. Orr Jr. D. CLERK.

D

C. L. Hamblen Admr.

vs Sfa in Chy.

Nimrod Noe et als.

July Rules 1878.

Executed by delivering copies of the within to Nimrod and Albert W. Noe.

Thos. J. Eby. S.L.C.

.10	20	
15	28	
25	18	75
.50	15	20
	18	20
	10	~~70~~
	1.00	1.20
	36	2.35
	36	
	36	
	40	
	2.35	
	1.50	
	$ 7.34	
	36	
	7.70	